

**COOPERATIVE AGREEMENT
BETWEEN
U.S. ARMY ALASKA
AND THE
STATE OF ALASKA,
PALMER SOIL AND WATER CONSERVATION DISTRICT**

1. SUBJECT: A Cooperative Agreement between U.S. Army Alaska (USARAK) and the State of Alaska, Palmer Soil and Water Conservation District (SWCD), is entered into for the purpose of enhancing, rehabilitating, and maintaining USARAK training lands at levels that will ensure their continued long-term use and effectiveness.

2. PURPOSE: The purpose of this agreement is to establish the relationships, responsibilities, and activities to repair, rehabilitate, maintain, and upgrade training areas and range facilities for optimal management of public lands under military control in Alaska. USARAK manages over 1.6 million acres of public land. As is the case with all government agencies, USARAK must manage its lands in accordance with all environmental laws, such as the National Environmental Policy Act, Endangered Species Act, Clean Water Act, Sikes Act, etc. Compliance with these regulations requires stewardship of the natural resources and training facilities on military installations and application of the data in management decisions. Stewardship of all land, air, and water resources supports the objectives of the Legacy Resource Management Program.

3. AUTHORITY: This agreement is entered into under the authority of Public Law 103-139, Public Law 101-511, and Army Regulation (AR) 200-3.

4. GENERAL PROVISIONS

Public Law 103-139 provides in part that:

Notwithstanding the provisions of the Federal Cooperative Grant and Agreements Act of 1977 (31 U.S.C. 6303-6308), the Department of Defense may hereafter negotiate and enter into cooperative agreements and grants with public and private agencies, organizations, institutions, individuals, or other entities to implement the purposes, of the Legacy Resource Management Program.

The Legacy Resource Management Program does not require cost matching. This agreement meets the following Legacy Resource Management Program purpose to provide for the stewardship of Department of Defense controlled or managed air, land, and water resources.

5. GOALS AND OBJECTIVES: To provide healthy and resilient environments that will continue to serve as high quality settings for military training.

- (a) To prevent or mitigate soil erosion by implementing conservation practices;
- (b) To improve water quality and increase long and short term effectiveness of said land's use for military training purposes;
- (c) To provide cover and concealment; and
- (d) To maintain or upgrade ranges, range roads, and training areas.

6. RESPONSIBILITIES:

USARAK is responsible for restoring, conserving, and protecting the natural resources including vegetation and habitats, on all Army administered lands in Alaska. This is being accomplished through the Army's Integrated Training Area Management (ITAM) program, and to a large part through the Land Rehabilitation and Maintenance (LRAM) portion of the ITAM program.

USARAK is responsible for protecting, conserving, and restoring natural resources, training areas, and range facilities on all Army administered lands in Alaska.

The Palmer SWCD has over forty years of conservation experience working in Alaska. The Palmer SWCD is responsible for conservation planning and implementing conservation practices within its district in Alaska. The Palmer SWCD has worked together with USARAK in the past to conduct conservation projects on military lands.

USARAK is willing to reimburse the Palmer SWCD for providing material, equipment, and technical assistance to accomplish USARAK's conservation mission.

Therefore, it is mutually agreed as follows:

a. USARAK agrees:

(1) To provide project development criteria for its conservation mission. In addition, USARAK will provide technical assistance where available and a general guideline of requirements necessary to carry out and complete the purpose of this agreement.

(2) To develop a scope of work for each project to be accomplished under this agreement.

(3) To issue a delivery order, executed by a USARAK contracting officer, obligating funds to accomplish the agreed-upon scope of work at an agreed-upon price.

(4) To reimburse Palmer SWCD for any supplies, equipment, travel and personnel services (including salary, benefits, sick and annual leave accrual), direct administrative cost for project procurement, logistical arrangements (travel, housing, utilities, vehicles, conferences, workshops and project reviews), human resources (job searches, processing of employment forms, project-specific personnel issues, time sheets, hourly

employees and leave reports), project reports (editing, graphics, publication), program management, and overhead costs not to exceed 20%, consistent with OMB Circular A-21.

b. Palmer SWCD agrees:

(1) To provide technical assistance through employees or qualified agents who have the expertise necessary to carry out the purpose of this agreement. The assistance will include, but is not specifically limited to: (a) layout, design, specification preparation, and evaluation of conservation practices; (b) implementation of conservation practices; (c) development and installation of erosion control structures; (d) conduct earthmoving, grading, fertilizing, reseeding, and mulching as necessary to repair, revegetate, maintain, or upgrade training areas, range facilities or range roads; (e) provide the necessary engineering technical services to ensure that the reclamation/erosion control work being conducted by both USARAK and/or the Palmer SWCD is being executed as required to prevent soil erosion and verify the long-term effectiveness of this portion of the LRAM program; (f) develop self-help programs on Army installations in order to carry out construction activities; and (g) develop training programs designed to train Army personnel in vegetation enhancement and/or control and stewardship of training lands.

(2) To enter into consulting agreements or subcontracts with other qualified agents who have the expertise to assist in the execution of this agreement.

(3) To work with the Anchorage, Fairbanks, and Salcha-Big Delta Soil and Water Conservation Districts and the Alaska Department of Natural Resources Plant Materials Center as necessary to carry out the purposes of this agreement.

(4) To purchase equipment, software, and materials and provide maintenance and repair of equipment that is required to carry out the purpose of this agreement. The equipment purchased under this agreement will be used to satisfy the objectives of this agreement. USARAK will reimburse Palmer SWCD for the purchase price of required equipment and materials and the cost of maintenance and repair of said equipment necessary for project completion. Equipment and material purchased under this agreement shall become property of USARAK at the completion of work undertaken pursuant to this agreement.

(5) To bill USARAK quarterly on a reimbursable basis for costs as provided under the terms of this agreement and individual delivery order. Billing statements should be addressed to:

Directorate of Public Works
730 Quartermaster Road
ATTN: APVR-RPW
Fort Richardson, Alaska 995056500

c. Both parties agree:

(1) That each party will assign a project officer to execute this agreement and that a meeting between the assigned project officers or their designated representatives shall take place at least twice a year. The first meeting shall be no later than March 15 of each year to determine the project priorities and funding required for the next federal fiscal year. The second meeting shall occur no later than October 15 of each year to finalize project goals and funding for that federal fiscal year. Other meetings will be held as requested by either party. It is understood by both parties that available funding is not guaranteed and that no work can be started until funding has been sent. An annual operating plan to be formulated by the parties' assigned project officers or designated representatives will be submitted to the Chief, USARAK Environmental Resources Department, and to Palmer SWCD not later than March 30 of each year for funding during the next federal fiscal year.

(2) That USARAK will have final authority to prioritize projects.

(3) That Palmer SWCD personnel may attend applicable training sessions, meetings, and conferences on a space and funds available basis.

(4) That the Comptroller General of the United States, the USARAK contracting officer, or their duly appointed representatives, or cognizant audit agency shall have access to all directly pertinent books, documents, papers, and records relating to USARAK's and Palmer SWCD's engagement in the performance of duties or involving any transactions relative to this agreement.

(5) It is the expectation of the parties that all obligations of USARAK under this agreement will be fully funded. Any requirement for the payment or obligation of funds by USARAK under the terms of this agreement shall be subject to the availability of funds. No provision herein shall be interpreted to require obligation of payment of funds in violation of any statute.

7. PERIOD OF PERFORMANCE

It is anticipated that this agreement be in effect for a minimum of five (5) years. This agreement shall become effective as of the date of the last signature hereon and will remain in effect until September 30, 2003. It may be renewed thereafter for additional terms of five (5) years by an exchange of correspondence. This agreement may be amended by mutual agreement of the parties in writing. It may be terminated by either party upon sixty (60) days written notice to the other party. Should Palmer SWCD be unable to complete a project, all unexpended money shall be returned to USARAK.

8. PROJECT OFFICERS

A. USARAK Project Officer is:

Mr. Douglas W. Johnson
Chief, Environmental Resources Department
Director of Public Works
730 Quartermaster Road
ATTN: APVR-RPW-EV (D. Johnson)
Fort Richardson, AK 995056500
Phone: (907) 384-3003
Fax: (907) 384-3047

B. Palmer SWCD Project Officer is:

Palmer Soil and Water Conservation District
ATTN: Wayne Bouwens
Chairman, PSWCD
P.O. Box 1274
Palmer, Alaska 99645
(907) 745-3681

9. SIGNATURES



Kenneth W. Simpson
Major General, U.S. Army
Commanding Officer

9 Aug 98

Date



Wayne Bouwens
Chairman,
Palmer Soil and Water Conservation District

July 15 - 1998

Date

CONSERVATION AGREEMENT

BETWEEN

PALMER SOIL CONSERVATION SUBDISTRICT

AND

172d Infantry Brigade (Alaska)

Name

Directorate of Engineering and Housing
Fort Richardson, Alaska 99505

Address

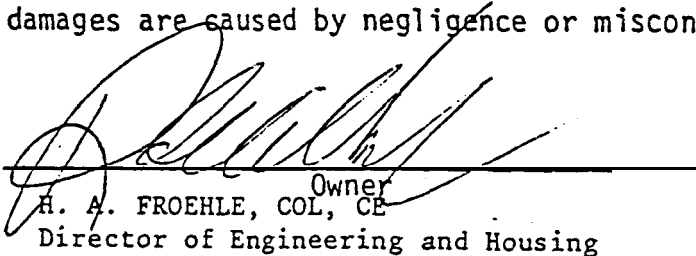
I am interested in conserving the natural resources for my place and desire to cooperate with the Palmer Soil Conservation Subdistrict and get assistance in developing a conservation program for my land.

I agree to follow the program to the best of my ability for my place.

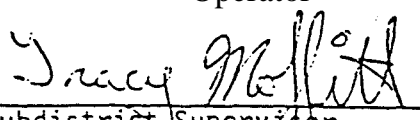
We, the Supervisors of the Palmer Soil Conservation Subdistrict agree to help you develop a conservation plan for your enterprise. We also agree to assist you in carrying out your plan by providing such information or other technical assistance as we may have available.

This agreement will remain in effect until canceled by either party or until the property is sold.

It is mutually agreed: That neither the Subdistrict nor I will be liable for damages on the others' property while any conservation measures are being carried out, unless such damages are caused by negligence or misconduct.


H. A. FROEHLE, COL, CE
Director of Engineering and Housing

3- 30-83
Date

Operator

Subdistrict Supervisor

Date
4-2-83
Date